

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Andrew W. Lafrenz
Firm Name: Donahue Gallagher Woods LLP
Address: 300 Lakeside Drive, Suite 1900

City/State/Zip: Oakland, CA 94612
Telephone: (510) 451-0544 Fax: (510) 832-1486
Email: andy@donahue.com

2. PANEL REQUEST: (All applicants are requested to serve as Judicial Arbitrators)

Check each panel for which you are applying:

X Judicial Arbitration X Mediation Neutral Evaluation Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
- 1969	Dartmouth College	A.B.
1969 - 1972	Stanford University	J.D.

4. LEGAL EXPERIENCE: State Bar No. 53937 Date Admitted: 1972

A. Are you a member in good standing of the State Bar of California? X Yes No

B. Are you a retired judicial officer? Yes X No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? X Yes No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? X Yes No

Approximately what percentage of your practice involves litigation? 70 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs % ; of defendants %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 0 ; Court Trials 0 ; Mediations 20 ; Arbitrations 5 ;

G. Describe any legal publications or teaching you have done: _____

5. ADR TRAINING and EXPERIENCE

<u>Course Title</u>	<u>Sponsoring Organization</u>	<u>Hours of Credit</u>	<u>Dates</u>
<u>Commercial Civil Mediation</u>	<u>ADR Applications</u>	<u>40</u>	<u>1/30/97-2/1/97</u> <u>2/7/97 - 2/8/97</u>

- A. Number of years experience as: mediator 6 ; arbitrator 8 ; neutral evaluator _____;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: ACBA; San Francisco Bar; Marin County Bar
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: _____
Mediation Services - 1997 to date; Volunteer Mediator
Administrative Hearing Officer for the Cities of Hayward and Fremont
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. Partition of Real Property - 3/2000 - Mediation - Sole Provider ;
 2. Recission of Real Estate Contract and Sale - 8/2000 - Mediation - Sole Provider
 3. Commercial Collection - 5/2001 - Mediation - Sole Provider ;
 4. Alleged Breach of Escrow Instructions - 4/1999 - Mediation - Sole Provider ;
 5. Breach of Commercial Constract - 5/2001 - Arbitration - Sole Provider ;
- E. Is your ADR style best described as x facilitative or _____ evaluative/directive?
- F. Describe any ADR related publications or training you have done: _____
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. *(Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).*
\$250 per hour - divided equally among the parties
(See attached Fee Agreement Provisions)

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings: _____
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: _____
- C. You are available to conduct ADR conferences: X in your office; X at counsel's office; _____ other (please describe: _____)
- D. You are available to conduct ADR proceedings: X during regular office hours; X evenings by appointment; X weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: _____

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	10%	X	X		X
Civil Rights					
Collections					
Construction	10%	X	X		X
Contracts	40%	X	X		X
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant	10%	X	X		X
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto					
P.I. – Other					
Premises Liability	10%	X	X		X
Probate/Trust					
Product Liab.					
Real Property	20%	X	X		X
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					

FEE AGREEMENT PROVISIONS

The ADR services of Andrew W. Lafrenz will be provided at the rate of \$250.00 per hour, payable ordinarily fifty percent (50%) by each party (subject to modification by the parties). Each party shall deposit the sum of \$250.00 (representing two (2) hours' worth of the mediator's time, divided pro rata among the parties) with the mediator by no later than commencement of the hearing. Fees are immediately due and payable upon receipt of an itemized invoice.

MEDIATION FEE AGREEMENT

Case Name: _____ Case #: _____

We, the undersigned PARTIES, have voluntarily agreed to submit our dispute as referenced above to Mediation and have agreed that _____ shall serve as Mediator.

1. RIGHTS AND OBLIGATIONS OF THE PARTIES

The PARTIES understand and agree that mediation is voluntary and that any party may end participation in the process at any time. The PARTIES understand that the Mediator is a licensed attorney. However, the Mediator will not provide the PARTIES with legal advice nor represent the interests of any party as an attorney. The services of the Mediator are strictly limited to the mediation process. The PARTIES understand that each has the right to have an attorney present during the mediation and may consult an attorney regarding their legal rights and obligations at any time.

2. DESCRIPTION OF THE MEDIATION PROCESS

Mediation is a voluntary, informal, confidential process in which the Mediator assists the parties in communicating with each other, helps the parties clarify facts, identifies legal issues, and explores various options designed to lead to the resolution of the dispute.

The parties agree that the purpose of Mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of the Mediation shall be in writing, and shall be binding on the parties if the parties agree in writing that it shall be binding. A binding agreement may be entered in the appropriate court as an enforceable Judgment.

The parties understand and agree that the mediation proceedings shall be confidential and cannot be used in any legal proceeding unless the Parties have entered into a written agreement that specifies it is binding. The Parties and Mediator acknowledge that the provisions of California Evidence Code 1115 through 1128 apply to this mediation.

3. FEES FOR SERVICE

It is understood and acknowledged that the fees for the Mediator's services are subject to negotiation and agreement by the Mediator and the parties (with the exception of Parties found eligible for indigent or modest means service). The Mediator's hourly rate is \$_____, payable by the parties as follows: _____% by _____(party) and _____% by _____(party). Fees are immediately due and payable upon receipt of an itemized invoice. An initial refundable retainer in the amount of \$_____ per party is due seven days in advance of the Mediation. If the mediation hearing is cancelled less than 72 hours prior to the date set, _____% of the retainer shall be forfeited by each party. All checks shall be made payable to: _____.

4. ACKNOWLEDGEMENT

We hereby declare that we have read, understood and agreed to the foregoing terms for Mediation and have been provided with a copy of this agreement.

Party Signature, Dated: _____

Party Signature, Dated: _____

Attorney Signature, Dated: _____

Attorney Signature, Dated: _____